



**Bharat Heavy Electricals Limited  
Ranipet**

**Bid For**

**Supply of TRANSFORMER OIL**

**Tender Number: BHEL/BAP/PUR/TRANSFORMER OIL**

**PURCHASE DEPARTMENT**

Bharat Heavy Electricals Limited,  
Boiler Auxiliaries Plant, BHEL, Ranipet,  
Tamilnadu – 632406

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Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**Tender Notice:**

**Ref. No:** BHEL/BAP/PUR/TRANSFORMER OIL

**Date:** 25.11.2014

M/s -----  
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Dear Sirs,

**Subject : Supply of TRANSFORMER OIL**

Sealed quotations are invited for the above work as per specifications detailed under "TECHNICAL SPECIFICATION" and Terms and Conditions as enclosed. Firm offers should be submitted in Two parts as detailed in relevant sections. All the parts should be individually sealed and super scribed indicating Part No. as required and enclosed in the main cover duly sealed and super scribed.

**Before preparing the bids, please see the details in various Annexure.**

Please note that the sealed tenders will be received by us up to **14:00 Hrs. on 26.12.2014**. Techno Commercial Bid (PART-I) will be opened on the **same day at 14:30 hours** in the presence of such bidders and /or their authorised representatives who choose to be present. The representative should be the same person who has signed the documents or his authorised representative with duly authorised letter. There shall not be any overwritten figures in document. All the cutting should be duly signed by the authorised person submitting the offer and should be rewritten in figures and words both.

**BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.**

Tender should be submitted to the address mentioned below:

**Sr. Manager/Purchase (Utility)  
Ground Floor  
ADMINISTRATIVE Building,  
Bharat Heavy Electricals Limited,  
BHEL, Ranipet, T.N. - 632406**

With regards  
for **Bharat Heavy Electricals Ltd.**

**G. Manavalan**

Sr. Manager/Purchase  
Utility Section  
BHEL, Ranipet  
Tel No.: (04172) 284025  
Email: [manavalan@bhelrpt.co.in](mailto:manavalan@bhelrpt.co.in)

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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## 1.0 Documents issued to the bidders

Following are the tender documents issued to the bidders.

1. Requirement and the Procurement process
2. Eligibility Criteria for bidders
3. Technical Terms and conditions
4. Commercial Terms and Conditions
5. Technical Specification (Requirement in the form of Check-list)
6. Format for declaring deviations
7. No Deviations Certificate
8. Price Format
9. Annexure – A, B, C & D

### 1.1 Amendment of bidding documents

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

### 1.2 Documents to be submitted along with the Bid:

Following documents shall be submitted in the bid. The Bidder shall bear all costs associated with the preparation and submission of its bid and BHEL will in no case be responsible or liable for those costs.

The bid, all correspondence and documents related to the bid shall be in English.

#### Documents related to Technical and Commercial offer

SL NO	Documents	Reference
1	Technical specification of the offered solution to be filled in the Check-list format issued as “technical Specification” (Requirements) in the tender document	Clause-5 of tender
2	Other Documents to support the compliance	
3	Deviations, if any, as per BHEL’s Format or “No-Deviations” Certificate	Clause-6,7 of tender
4	Un-priced Commercial offer as per Price Format	Price Format - A
5	Certificate for MSME vendors	Annexure - A
6	Authorization letter from OEM citing reference no of this tender.	Annexure - B
7	Confirmation on Not Hold/delist/Banned(as per eligibility criteria	Annexure - C
8	Commercial Terms and Conditions	Annexure - D
9	Checklist of Enclosures	Clause 8

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**Document to be submitted for the Price Bid**

SL .NO	Documents	Reference
1	Price in the Price Format	Price Format - A

**1.5. Late Bids:**

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

**1.6. Evaluation of Bids:**

BHEL will evaluate the bids as follows;

**Stage-I: Evaluation of Eligibility Criteria of bidder, Technical & Commercial Bids**

These are mandatory requirements to be met by the Bidder.

Commercial and Technical bid including Eligibility Criteria of the bidder shall be opened and evaluated for acceptability of Eligibility ,Technical offer, deviations and their acceptability, technical suitability, acceptance of technical and commercial terms.

BHEL's Technical Committee will evaluate the Bid submitted by the Bidders. During the Evaluation of the bid, BHEL may ask for additional information / resources to validate the bid. These may include Supporting documents towards Eligibility Criteria , Technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid. If there are any deviations in the technical solution offered, without affecting the functional requirement, they shall be filled-in the Deviation format issued with the tender document and submitted along with the bid. In case of no deviations, "**No Deviation Certificate**" shall be submitted. The deviations from the tender specification shall be clearly indicated giving the reference of the specification, if any, as per format for declaring deviations. If deviation other than what is specified in the list is found, the bid will be liable for rejection.

BHEL reserves the right to accept or reject any deviation.

Bids meeting BHEL's requirements as specified in this tender document only will be considered for Stage-II price evaluation.

**Stage –II: Evaluation of the Price Bid:**

Prices of optional items, if quoted, shall not be considered for Price evaluation and comparison. The taxes shall be extra at actual.

Bidders clearing the Technical and Commercial evaluation will have their Price Bids opened.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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### 1.7. BHEL's Right to accept or Reject any or all Bids

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## 2. Eligibility Criteria for Bidders

### 2.1. General

- a) This bidding process is open to the manufacturers (OEM Supplier) or Authorized Partners/Distributor/Dealer of the OEM can also quote on behalf of the OEM supplier The Authorized Partner shall submit documentary evidence in this regard, failing which their offer will be rejected.
- b) There can be only one bid from each Bidder.
- c) Bidders are required to quote for the item specified in the Tender Enquiry only as per the Technical Specification (Requirement) and incomplete offers will be rejected.
- d) BHEL reserves the right to reject the whole or part of the offer without assigning any reason.

### 2.1 Eligibility Criteria:

1. Transformer oil should have been tested as per IS:335, IEC:60296(uninhibited) & IEC:60296(inhibited) at any NABL approved lab.(One number of Test Report of Transformer Oil with each of above specifications from NABL approved lab shall be furnished and these reports shall not be older than Two years from the Due date of the Tender)

2. The vendor should have supplied Transformer Oil complying with IS 335:1993 in the past Two years and Two Purchase Orders of the same(at least 500 Litres in each case) should be submitted as proof).

3. Transformers filled with this supplied oil must be running trouble free at site for at least Two years.(Performance Certificate of Transformer Oil for first filling(complete oil filling) for these transformers from power transformer OEMs or power utilities shall be furnished).

4. Transformer oil shall be supplied by the Original Manufacturers. In case of Transformer oil being supplied by other agencies, they have to produce/submit authorized dealership certificate of the OEM along with the offer.

4. Financial standing through latest I.T.C.C., Annual Report(balance sheet and Profit & Loss account) for last three years ending on 31.03.2014 has to be submitted by the supplier.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

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**2.2 For the OEM's Authorized Partner:**

- 2.2.1 Must be an Authorized partner/Distributor/Dealer of the OEM for the products quoted for a minimum of 12 months and must hold the current valid authorized Partnership/Distributor/Dealer certificate issued by the OEM.

**2.3. Purchaser's Right to accept or Reject any or all Bidders:**

BHEL reserves the full right to reject any bidder based on other reasons deemed fit but not mentioned above.

**3. Technical Terms and Conditions**

**3.1. Scope of Work**

- 3.1.1. Supply of Transformer oil as per IS335/1993 in sealed pack drums.

**3.2 Special Clauses:**

- 3.2.1 Make, Model, Part No. and Details of each Item must be mentioned clearly.
- 3.2.2 BHEL will not be responsible for any misinterpretation or wrong assumption by the vendor.
- 3.2.3 The Item must be supplied in full and complete.
- 3.2.4 The indicated specification parameters are the minimum requirement and item with higher rating will be acceptable.
- 3.2.5 No item shall be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.
- 3.2.6 Proper documentation, labeling and tagging shall be carried out for all the equipment's used in the entire landscape for easy management and maintenance.

**3.3 Terms of Payment:**

The payment will be made within 90 days for Non-MSME vendors and within 45 days for MSME vendors . In the event of any deviation in the above payment terms the following loading on your base rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")

**4.0 Commercial Terms and Conditions**

**GENERAL**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**4.1 General Instruction for Bidders**

- a) Tender documents will be available from 25.11.2014 on BHEL Ranipet web site. Tender can be downloaded from the site only.
- b) Last date of submission is **14:00 Hrs. on 26.12.2014** and Part-I (Techno-Commercial) bid shall be opened on the same date at 14:30 Hrs.

**4.2 BIDDER TO INFORM HIMSELF FULLY:**

- a) The bidder shall closely peruse all the clauses, specifications, requirements and drawings, etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., he shall at once contact the official inviting the tender, for pre-bid discussions/ clarifications, before submission of the tender.
- b) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer.

**4.3 PROCEDURE FOR SUBMISSION & OPENING OF BIDS**

Tender should not be addressed to any Individual's name but only by designation to:

**Sr. Manager/Purchase (Utility)  
Ground Floor  
ADMINISTRATIVE Building,  
Bharat Heavy Electricals Limited,  
BHEL, Ranipet, T.N. - 632406**

Bids submitted by post shall be sent by "**REGISTERED POST**" only and shall be posted with due allowance for any postal delay.

The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.

Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.

The Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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#### 4.3.1 PART-I: Techno-Commercial Bid

##### Envelope I:

- a) This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Part-II - commercial bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.
- b) The bidder should offer only as per Specification. BHEL Ranipet reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
- c) Bidders who are not already registered with BHEL Ranipet are requested to submit the filled in Supplier Registration Forms (SRF) available in the BHEL website- www.bhel.com and the other required documents called for in the SRF (D&B / Credit reform for import vendors) along with the technical bid.

#### 4.3.2 PART-II: Price Bid

##### Envelope II:

- a) This sealed envelope should contain price details. This envelope should be clearly marked "Part-II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. Prices shall be quoted in Indian Rupees only. Vendor has to give details of applicable taxes clearly. In case of any change in applicable duties till the time of delivery, new rates shall be calculated in line with changes. The changes in the tax rates will be applicable as per actual, subjected to documentary evidence.
- b) Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

#### 4.4 BID OPENING

- a) PART-I (Techno-Commercial Bid) shall be opened on the due date and time as specified in the Tender Notice, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently.
- b) Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.
- c) Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part-II - price bid.
- d) Purchaser / lessee also reserve the right to open the earlier i.e. superseded prices bids if any, submitted by the bidder(s), if required.
- e) Not more than one representative will be permitted to be present for the tender opening.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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- f) No correspondence shall be entertained from the bidders after the opening of Price bid(s).
- g) Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- h) Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- i) Manufacturer's name, trade mark or patent no, if any should be specified.
- j) Purchaser / lessee reserve the right to negotiate the tender, if required.

#### 4.5 VALIDITY OF OFFER

Offer shall be kept valid for 90 days from the due date of Tender opening (Part-I), for Purchaser/lessee's acceptance.

#### 4.6 LANGUAGE & CORRECTIONS

- a) The bidder shall quote the rates in English / Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- b) Bidder shall fill the **ORIGINAL** tender documents downloaded from BHEL web site. All entries and signatures in the bid shall be in **BLUE INK only**. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- c) All entries shall be filled in neat and legible handwriting. No over-writings erasures and corrections are permitted and may render such bids liable for rejection.
- d) However, if any cancellations, corrections and insertions are in the bid, the bidder shall duly attest the bidder.

#### 4.7 REJECTION OF BID AND OTHER CONDITIONS

- a) Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- b) Bidder may visit the site at BHEL, Ranipet between 9.00 AM to 4.00 PM on all working days on or before 15.12.2014.
- c) Any relevant information pertaining to this tender can be obtained only from:

#### **G. Manavalan**

Sr. Manager(Purchase)  
Utility Section  
BHEL, Ranipet  
Tel No.: (04172) 284025  
Email: [manavalan@bhelrpt.co.in](mailto:manavalan@bhelrpt.co.in)

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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- d) **Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall be viewed seriously and suitable action will be taken as per company norms.**
- e) The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
  - (i) To reject any or all the bids.
  - (ii) To increase or decrease the quantities.
- f) The offer is liable to be rejected, if it is found after the Price Bid Opening that the Price Bid submitted by the bidder is different from the un-priced bid.
- g) If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the Bank Guarantee.
- h) If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

#### **4.8 Delivery Schedule:**

All materials supplied shall be NEW and confirming to the contract technical specifications.

All the items shall be supplied as per technical specification in all respect within the Delivery date mentioned in the Purchase order. Failure in delivery within the delivery due date, will entail loading of Late Delivery Charges as per the LD clause of the contract(0.5% per week, maximum:10%).

If the delivery is delayed due to reason not attributable to BHEL, BHEL reserves the right to go for alternative procurement.

#### **4.9 RATES**

Rates to be quoted are net F.O.R destination inclusive of freight, handling and packing charges, transit insurance, regular insurance. However taxes like VAT will be payable extra as per actual.

Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained against documentary proof.

#### **4.10 BANK CHARGES**

Unless otherwise specified, the Bank charges, if any, shall be to the account of Vendor/Lessor.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**4.11 Liquidated damages (LD):**

It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the good, beyond the delivery period specified the purchaser will have no obligation to accept the good. If accepted liquidated damages at the rate 0.5% of the value of goods delayed for each week of delay subject to a maximum of 10% of order value will be levied.

In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder)

**4.12 FORCE MAJEURE**

Vendor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

**4.13 RISK PURCHASE**

Purchaser/ Lessee shall reserve the right to terminate the order/ contract and purchase from elsewhere at the risk and cost of the Vendor/ Lessor, either the whole or part of the Systems/ goods, which the Vendor/ Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor/ Lessor would be liable to compensate the Purchaser/ Lessee for any loss, which the Purchaser/ Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

**4.14 ACCEPTANCE OF ORDER**

Letter of acceptance of the Purchase Order is to be submitted within two weeks of receipt of Purchase Order.

**4.15 TAXES AND DUTIES**

The price quoted in the price schedule shall be inclusive of all taxes and duties (right to use tax, service tax etc.) applicable as on date No variation in taxes and duties shall be allowed during the R&G period except for statutory variations in the taxes and duties levied by the Government payable by the contractor for which the rate of tax/duties, basis of charge, assessable value and break-up value of tax/duty are indicated in the price schedule. Taxes not mentioned by the bidder in the price schedule will not be entertained at a later date. However, during the execution of the contract, any statutory increase or decrease in the above taxes indicated in the price bid will be entertained against documentary evidence i.e. original invoice relevant tax and duty notification copy, proof of payment of taxes (challan copy) and a certificate for payment of taxes and duties for the invoice.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**5.0 Technical Specification**

Sl.No.	Short Description	Capacity/make
1	Supply of Transformer Oil as per IS 335/1993 in sealed pack drums.	1000.00 Liters

**6.0 Declaring deviations**

**Deviation in Technical Specification**

Sl. No	Item description	Specification	Deviation	Alternate solution
01	TRANSFORMER OIL	AS PER IS 335/1993		

Date:

Vendors Signature with seal

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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**7.0 No Deviation Certificate**

**No Deviation Certificate**

(To be given in bidders letter head)

Ref: BHEL's Tender No. BHEL/BAP/PUR/TRANSFORMER OIL

Dated: \_\_\_\_\_

It is Certified that the offered solution vide tender No. BHEL/BAP/PUR/TRANSFORMER OIL Dt. XX.XX.XXXX in response to BHEL's enquiry mentioned under reference has no Technical deviation with the requirement of BHEL, Ranipet given vide the Technical Specification (Requirement).

Date:

Vendors Signature with seal

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

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## Price Format - A

Format for Submitting the Price details of Supply of TRANSFORMER OIL to BHEL, Ranipet  
(To be submitted separately in two bids-1. Non-priced bid & 2.priced bid )

Sl. No	Item Description	Unit Qty.	Unit Price Rs.	VAT/ CST	Any other Tax	Total cost
1	TRANSFORMER OIL AS PER IS 335/1993	1000 LITRES				

Date: .....

Vendors Signature & Seal

**Annexure A**  
**IN THE LETTER HEAD OF THE C.A. FIRM**  
**TO WHOM SO EVER IT MAY CONCERN**  
**(for MSME vendors only)**

This is to certify that M/s .....having its registered office at .....is registered under MSMED Act 2006 and categorized under .....unit vide their Registration Number.....(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March ..... is Rs.....Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year .....

It is further certified that cumulative investment in Plant & Machinery during ..... ( 01/04/..... - till date ) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category of .....unit as on date i.e. 31/03/.....

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is VALID FOR ONE YEAR ONLY from the date of issue subject to the above referred instruction with reference to “Change of Investments”

for .....

**Chartered Accountants**

**Name:**

**Membership Number:**

**Full address**

**Place:**

**Date:**

### MSME status - Applicable for Indian vendors only

As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable. In case more than one micro and small enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. Such of those suppliers who are all ready registered with BHEL, Ranipet as an MSE and whose registration is valid on the date of the tender opening (technical bid opening date in the case of two part bid) will be considered as eligible for the above concession.

In cases where the MSME status is based on Acknowledgment of Entrepreneur Memorandum Part II(hereinafter referred as EM II certificate), the validity of such EM II certificate will be **deemed as 5 years** (2 years earlier deemed validity + 3 years present extension as per the gazette notification) from the date of acknowledgment of the EM II certificate, unless it is accompanied by a CA certificate(Format as per Annexure –A), which will be required for each bid.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate(Format enclosed at annexure – A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening(Part 1 in case of two part bid).Non submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer'.

In their own interest the registered Bidders are advised to check the current status of the validity of the registration, which is one year from the date of the certification by the Chartered Accountant before submitting their Bid document/s. In the event that on the date of the tender opening the registration is not valid, then the Supplier will be treated under non-MSE category for this tender.

In case the validity of the registration has expired and if the Bidder wants to be considered as an MSE then, the supplier shall submit the necessary certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or as a part of the tender document. If the offer is accompanied with the certificate, then the Bidder would be considered as an MSE. If the certificate is sent separately BHEL will not be responsible for any postal / courier / delivery delays and the status as on the date of the bid opening as available with BHEL, Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise.

Documents submitted after Bid-opening will no be considered in this tender.

This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and taken necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc.. then BHEL would not counter offer the L1 prices even though there may be MSE Bidders within the +15% band of L1.

## 8.0 Check List of Enclosures

SI No	Documents to be attached	Format attached as annexure	Whether attached or not
1	Technical specification of the offered solution to be filled in the Check-list format issued as Requirements in the tender document	Clause 5 of the tender	
2	Deviations, if any, as per BHEL's Format or "No-Deviations" Certificate	Clause-6 & 7	
3	Un-priced Commercial offer as per Price Format	Price format - A	
4	Documents reference for meeting eligibility criteria clause 2.1	Document reference for same	
5	Signed copy of Tender		
6	CA & MSME certificate in case of MSME vendor(micro/small)	Annexure - A	
7	Authorization by OEM	Annexure - B	
8	Confirmation on not hold/delist/banned	Annexure - C	
9	Commercial terms and conditions	Annexure- D	

**Annexure - B**

**AUTHORIZATION BY OEM**

Date: \_\_\_\_\_

To,  
SR.MANAGER/ PURCHASE  
UTILITY SECTION  
BHEL, RANIPET

Subject: **Letter of Authority**

Tender Ref. No.: **BHEL/BAP/PUR/TRANSFORMER OIL** dated \_\_\_\_\_

Dear Sir,

We hereby authorize \_\_\_\_\_ who has all India presence and fulfills the requirements of the tender Enquiry Ref. No. BHEL/BAP/PUR/TRANSFORMER OIL dated \_\_\_\_\_ to quote/ negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The authorized agency would ensure reliable service during complete lease period and if BHEL opts, the agency would provide maintenance support for two years after the expiry of the financial lease period.

In case of any default we would do alternative arrangement on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For \_\_\_\_\_

Note: This 'Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-I.

**ANNEXURE - C**

**Confirmation on not hold/delist/banned  
(As per Eligibility Criteria)**

**Note: Not applicable for new vendors**

With reference to the above tender we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for database server.

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/Fax/Mobile/Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_

Place:

Date:

## ANNEXURE – D COMMERCIAL TERMS AND CONDITIONS

SL. NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	PRICE	Firm till completion of order.	
02	DELIVERY TERMS	FOR - DESTINATION (BHEL,Ranipet-Stores)	
03	PACKING&FORWARD ING	Included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	To be included (If extra indicate in %)	
05	EXCISE DUTY in %	To be indicated by supplier. (MODVAT copy to be provide along with supply)	
06	SALES TAX in % VAT/CST	To be indicated by supplier. (concessional form "C" will be/will not be given)	
07	OCTROI	If any, to supplier's account only.	
08	PAYMENT	<b>100% within 45 days</b> after receipt & acceptance of materials at our end <b>for registered MSME supplier.</b> (Kindly note that our present standard payment terms <b>for NON - MSME vendors</b> is " <b>100% within 90 days</b> of receipt and acceptance of materials at our stores". Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your total rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
09	DELIVERY PERIOD	45 days from the date of P.O.	
10	L.D.CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder)	
11	OFFER VALIDITY	Minimum 90 days from the date RA /Technical bid opening.	
12	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch	
14	GUARANTEE CERTIFICATE	The materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting in to use. OR, 18 months from the date of dispatch, which ever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.(Required)	
15	RISK PURCHASE (PLEASE REFER	Alternatively, the purchaser at his option will be entitled the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time	

	OVERLEAF OF ENQUIRY FORMAT CLAUSE:7)	stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in Clause 10 above	
16	Cancellation Clause	In the event of non- performance of the contract by the supplier. BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the supplier to rectify the situation. If the supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the seller. BHEL will not pay any cancellation charges or any other charges/damages to the supplier, arising out of such cancellation. In the event of the non-performance of the supply contract, by the supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the revoking of the CEBG on grounds of failure of the supplier in executing the contract and any other legal remedies.”	
17	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics quarantine restrictions, or acts of God ( herein after referred to as event ) then, provided notice of happening of any such event is given by other within 21 days from date of occurrence thereof neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser subject to prompt notification by the seller to the Purchaser of the particulars of the event and supply to the purchaser if, required , of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
18	Any Other Charges	Please indicate any charge applicable which is not include above	
19	CONTACT PERSON NAME		
20	PHONE/ FAX No.		
21	E-MAIL ID		
22	CELL No.		
23	TIN No.		